

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 is by and between the California High Speed Rail Authority (hereinafter referred to as "CHSRA") and the Peninsula Corridor Joint Powers Board (hereinafter referred to as "PCJPB").

RECITALS

WHEREAS, in April 2009, CHSRA and PCJPB entered into an agreement whose stated purpose is ". . . to establish an initial organizational framework whereby CHSRA and PCJPB engage as partners in the planning, design and construction of improvements in the Caltrain Rail Corridor that will accommodate and serve both the near-term and long-term needs of CHSRA inter-city high speed rail service and PCJPB commuter rail rapid transit service" ("Agreement"); and

WHEREAS, the Agreement contemplates establishing working groups to initiate work under the Agreement on certain enumerated and other tasks. Specifically, the Agreement contemplates that CHSRA and PCJPB programs will be planned, designed and implemented to the extent possible as a joint project. Based thereon, the Agreement enunciates the objectives of the parties ". . . to share, to coordinate, and/jointly to direct their resources toward the implementation of a single joint program/project, including various personnel resources."; and

WHEREAS, Section IV(A) of the Agreement sets forth several Initial Actions and Tasks to be developed by one or more working groups established by the parties, and the "formulation of a detailed organizational structure for the joint program, including the designation or alternation of position titles, reporting relationships, and the manner in which decisions shall be made"; and

WHEREAS, as contemplated by Section IV(A) of the Agreement, the parties have formulated an organizational structure for the joint CHSRA and PCJPB joint program, the details of which are contained in Attachment A to this Amendment No. 1 to Agreement; and

WHEREAS, the functions set forth in Attachment A can be conducted more efficiently, effectively and at lower aggregate cost through a coordinated effort by the working group described in this Amendment No. 1, and the allocation of working group costs set forth in this Amendment No. 1 is fair and reasonable in light of the benefits to be derived from the working group; and

WHEREAS, based upon the foregoing, the parties desire to adopt and to implement immediately the working group defined in Attachment A and agree to funding for Fiscal Year 2009-10 necessary to support the working group for the purposes set forth in Attachment A .

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

I. ESTABLISHMENT OF WORKING GROUP; ORGANIZATIONAL STRUCTURE

The Peninsula Rail Program Scope of Work and Organization as described in Attachment A attached hereto and incorporated herein by this reference hereby is approved and adopted effective upon execution and delivery of this Amendment No. 1 to Agreement by the parties. This Amendment is not intended to constitute and does not constitute any limitation on the decision-making authority of any party.

II. FUNDING

The parties hereby agree that the enumerated costs of the work of the working group described in Attachment A will be shared equally on a 50%-50% basis, but not exceeding the

categorical and aggregate limits set forth in Attachment A. The parties represent that sufficient funds have been appropriated in Fiscal Year 2009-10 in the amounts and for the purposes set forth in Attachment A. As contemplated by Section IV(A) of the Agreement, the parties will implement appropriate financial systems necessary to enable prompt allocation, oversight and accounting for the costs contemplated by this section. Any party may withdraw from and terminate its participation in the provisions of this Amendment upon providing 30 days written notice to the other party hereto, provided that any costs incurred prior to the termination date set forth in such notice, as well as any costs incurred necessary to effect termination, shall continue to be allocated between the parties as set forth herein.

III. EFFECT OF AMENDMENT NO. 1

Except as provided for in this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.

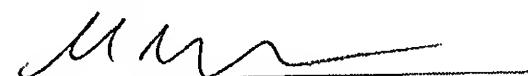
IN WITNESS WHEREOF, CHSRA and PCJPB have executed this Amendment No. 1 to Agreement.

California High Speed Rail Authority

BY:

Name: Mehdi Morsched
Title: Executive Director
Date: Nov. 30, 2009
Resolution No.: HSR 09-11

Approved as to form:



Peninsula Corridor Joint Powers Board

BY:

Name: Michael J. Scanlon
Title: Executive Director
Date: November 5, 2009
Resolution No.: 2009-48

Approved as to form:

